

FIRST AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

THIS FIRST AMENDMENT TO AGREEMENT is made, entered into, and executed by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter called "District," Pape-Dawson Consulting Engineers, LLC, a Texas limited liability company, doing business as **Pape-Dawson Engineers**, hereinafter called "Engineer." The District and Engineer are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS:

The District and Engineer's predecessor in interest, Costello, LLC, previously entered into an Agreement for Engineering Services ("the Master Agreement"), dated May 11, 2021, to provide engineering services in support of recertification of the Inverness Forest Levee.

On or about April 10, 2025, the District consented to the assignment by Engineer's predecessor in interest to Engineer of all right, title, and interest in and to the Master Agreement, and the assumption by Engineer of all duties and obligations of Engineer's predecessor in interest under the Master Agreement

The District requires additional engineering services as provided under Section I, Character and Extent of Services, and under Appendix A to the Agreement.

The Engineer is willing to provide the necessary additional engineering services for further consideration.

The Parties now desire to increase the Limit of Appropriation by \$55,700.00, to \$329,700.00.

TERMS:

NOW, THEREFORE, the District and the Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

1. Term and Time of Performance

Section II of the Master Agreement, entitled "Time of Performance," is hereby amended to be entitled "Term and Time of Performance," and add the following paragraph to the section:

The term of this Agreement shall be for a period beginning upon execution by the Harris County Judge and remain in full force and effect until Project completion, unless earlier terminated as set out herein.

2. Notice

Section VI of the Master Agreement, entitled "Address of Notice and Communications," is hereby amended to read:

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

To Engineer: Pape-Dawson Engineers
2107 CityWest Blvd., Third Floor
Houston, TX 77042
Attn: Dustin O'Neal, P.E.

To District: Harris County Flood Control District
9900 Northwest Freeway
Houston, TX 77092
Attn: Executive Director

If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Either party may designate a different address by giving the other party ten days written notice.

3. Limit of Appropriation

Section VII of the Master Agreement, entitled, "Limit of Appropriation," is hereby amended to read:

The Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District shall have available the total maximum sum of \$329,700.00 specifically allocated to fully discharge any and all liabilities incurred by the District pursuant to the terms of this Agreement, and that the total maximum compensation the Engineer may become entitled to hereunder and the total maximum sum the District shall become liable to pay to the Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the said total maximum sum provided for in this Section and certified as available therefor by the County Auditor as evidenced by the issuance of a purchase order from the Harris County Purchasing Agent.

4. Compliance and Standards

Section X of the Master Agreement, entitled, "Compliance and Standards," is hereby amended to read:

The Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the Engineer's profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and the Engineer's performance. The Engineer represents that, prior to performing hereunder, he has or shall obtain all necessary licenses, ownership, or permission for use of any and all proprietary information, materials, or trade secrets employed in the performance of work hereunder for the District and agrees that it shall not copy, reproduce, recreate, distribute, or use any such proprietary information, materials, or trade secrets of any third party, except to the extent permitted by such third parties, or as otherwise authorized by law.

In accordance with TEX. GOV'T CODE ANN. § 2271.002, the Engineer warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

The Engineer represents and certifies that, at the time of execution of this Agreement, the Engineer (including, in this provision, any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same) is not listed by the Texas Comptroller of Public Accounts pursuant to Chapters 2252 or 2270 of the Texas Government Code, nor will the Engineer engage

in scrutinized business operations or other business practices that could cause it to be listed during the term of this Agreement.

In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Engineer warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Engineer does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

The Engineer certifies that it will not enter into a contract with any subcontractor that is listed on the federal government's terrorism watch list as described in Executive Order 13224.

The Engineer warrants and represents, in accordance with Tex. Gov't Code Ann. § 2276.002, that unless the Engineer meets an exemption under subsection (c), then, as required by subsection (b), the Engineer's signature on this Agreement constitutes the Engineer's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

The Engineer warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless the Engineer meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, the Engineer's signature on this Agreement constitutes the Engineer's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

The Engineer warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County (the "County"), including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.

The Engineer shall immediately report to County through the County's Fraud, Waste, or Abuse Hotline and also notify the District in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

5. Contract Construction

Section XVIII, entitled "Contract Construction," is added to the Master Agreement reading:

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

6. Order of Precedence

It is expressly understood and agreed the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this First Agreement, or any portion thereof, and the terms and provisions of any part or portion of the Master Agreement, this First Amendment shall control.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written.

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE
HARRIS COUNTY ATTORNEY

HARRIS COUNTY FLOOD CONTROL
DISTRICT


Signed by:

By _____
Emily Kunst
Assistant County Attorney
25GEN1643

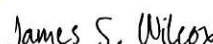
By _____
Lina Hidalgo
County Judge

ATTEST:

PAPE-DAWSON CONSULTING
ENGINEERS, LLC DBA
PAPE-DAWSON ENGINEERS

Signed by:


Dustin O'Neal
Name
Managing Principal
Title

Signed by:


James S. Wilcox
Name
Vice President - H&H Houston
Title

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO
 AGREEMENT FOR ENGINEERING SERVICES
 BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT
 AND PAPE-DAWSON CONSULTING ENGINEERS, LLC DBA
 PAPE-DAWSON ENGINEERS**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

The District and Engineer's predecessor in interest, Costello, LLC, previously entered into an Agreement for Engineering Services ("the Master Agreement"), dated May 11, 2021, to provide engineering services in support of recertification of the Inverness Forest Levee.

On or about April 10, 2025, the District consented to the assignment by Engineer's predecessor in interest to Engineer of all right, title, and interest in and to the Master Agreement, and the assumption by Engineer of all duties and obligations of Engineer's predecessor in interest under the Master Agreement

The District requires additional engineering services as provided under Section I, Character and Extent of Services, and under Appendix A to the Agreement.

The Engineer is willing to provide the necessary additional engineering services for further consideration.

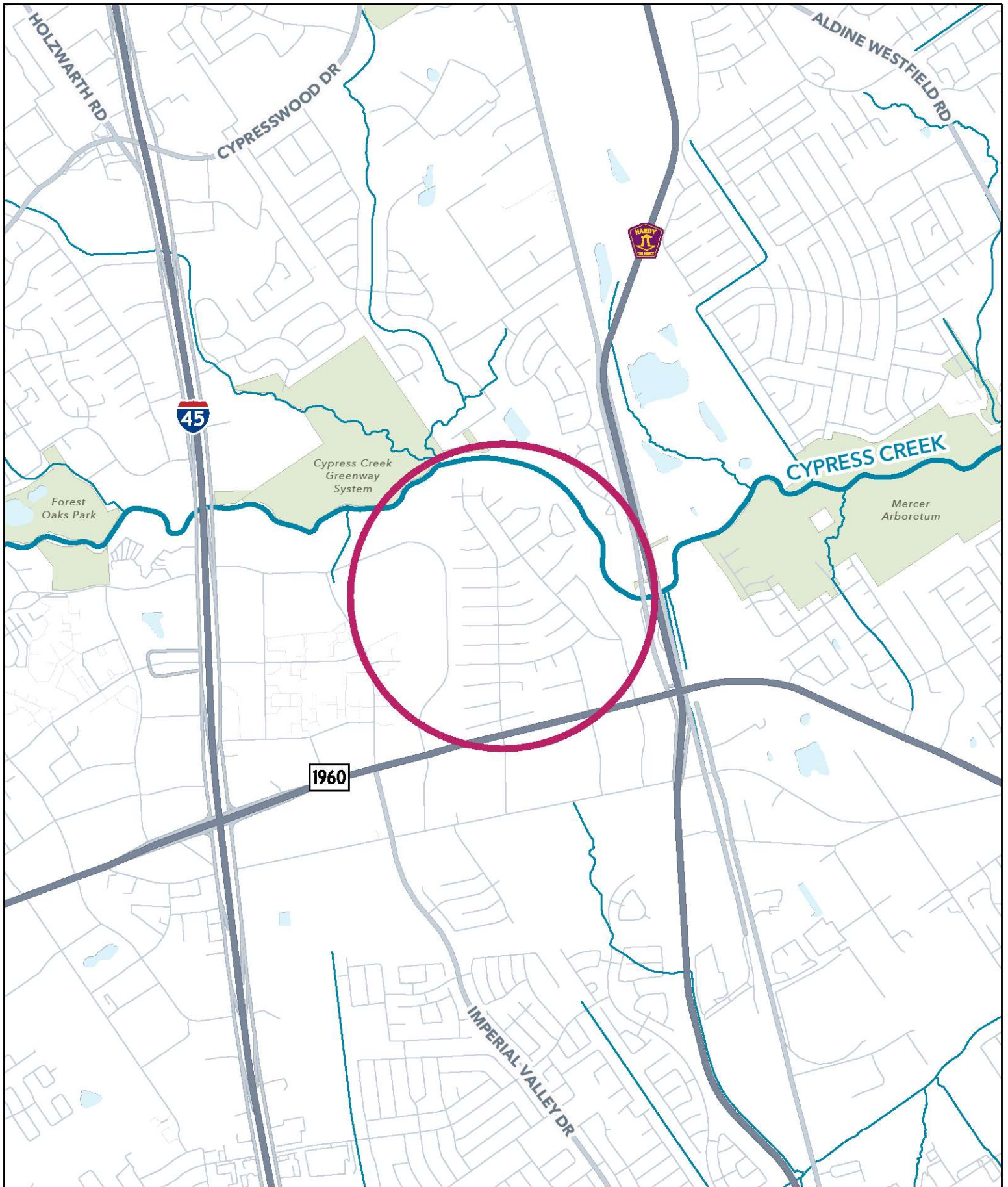
The Parties now desire to increase the Limit of Appropriation by \$55,700.00, to \$329,700.00.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

- Section 2: Exemption from the County Purchasing Act under Texas Local Government Code § 262.024(a)(4) is hereby granted.
- Section 3: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Amendment to Agreement for Engineering Services by and between the Harris County Flood Control District and Pape-Dawson Consulting Engineers, LLC doing business as Pape-Dawson Engineers, for additional engineering services in support of recertification of the Inverness Forest Levee, for a fee increase of \$55,700.00, raising the maximum fee to be paid by the District to \$329,700.00, said Amendment to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.
- Section 4: All Harris County and Harris County Flood Control District officials and employees are authorized to any and all things necessary or convenient to accomplish the purposes of this order.

PLN PAPE K600-01-Y005 2020-174 AMEND.DOCX



Project ID: K600-01-00-Y005

Watershed: Cypress Creek

Precinct: 1